

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-211-T

Kevin Marra,
Complainant/Petitioner

v.

JMS Worldwide, LLC,
Defendant/Respondent.

DIRECT TESTIMONY
OF RICHARD JOHNSON

1 **Q. Please state your name, occupation, and business address.**

2 A. My name is Richard Johnson, I am the President of JMS Worldwide, LLC (“JMS”). My
3 business address is 2818-A Industrial Ave, North Charleston SC 29405

4 **Q. What are your duties at JMS?**

5 A. As the owner-and manager of the company, I am responsible for its operations.

6 **Q. Have you reviewed the Complaint filed by Kevin Marra with the Commission on June**
7 **22, 2018?**

8 A. Yes, I have.

9 **Q. Do you know Mr. Marra?**

10 A. Yes.

11 **Q. How did you become acquainted with Mr. Marra?**

12 A. Mr. Marra inquired with me about packing and moving his belongings for a move to
13 Mexico City in January of 2018. We spoke over the telephone, and he explained that he was
14 planning to move to Mexico for an extended period of time and wanted us to pack and arrange for

1 shipping his household goods from his apartment on Daniel Island to Mexico City sometime in
2 February. I sent him an order for service with a copy of JMS's tariff by email on January 23, 2018.
3 A copy is attached as Exhibit RJ-1 to my testimony.

4 **Q. Did you quote Mr. Marra a price for the move at the time?**

5 A. No. I sent him a copy of the tariff with our rates.

6 **Q. When did you next hear from Mr. Marra?**

7 A: In February of 2018, Mr. Marra told us he wanted us to pack, move, and store his goods in
8 our warehouse for two to six months while he and his wife found a permanent residence in Mexico
9 City. Once they located their permanent residence, he would contact us and ask us to transfer his
10 belongings to a freight forwarder who would send them to Mexico.

11 **Q. When did you next hear from Mr. Marra?**

12 A. On February 19, 2018, he sent me an email asking me to schedule a pack-up and move of
13 his apartment on April 19, 2018.

14 **Q. Did you meet with Mr. Marra before the scheduled move?**

15 A. Yes, on March 21, 2018, I visited Mr. Marra at his apartment at 515 Robert Daniel Drive,
16 Apartment 2215, Daniel Island, S.C. After surveying the goods that would be moved, I recall
17 telling him the cost of the move would be between \$1,700 and \$2,000.

18 **Q. Did the move take place as scheduled?**

19 A. Yes, on April 19, 2018, a JMS crew packed and moved Mr. Marra's household goods to
20 our warehouse.

21 **Q. Who was present for JMS?**

22 A. A JMS crew of three men was present, supervised by JMS's Regional Director of
23 Operations, Cameron Bright.

1 **Q. What was the total cost of the move?**

2 A. The total cost of the move was \$2,922.00 as reflected on the bill of lading attached as
3 Exhibit RJ-2 that was issued to and signed by Mr. Marra's wife on the day of the move.

4 **Q. Where there other charges on the bill of lading?**

5 A. Yes, Mr. Marra was also charged \$399 for the first month's storage.

6 **Q. When did you next hear from Mr. Marra?**

7 A. He sent me an email the next day, April 20, 2018.

8 **Q. What did he say?**

9 A. First, he wrote that his wife had complimented my team for their professionalism. He also
10 wanted to know why cost of the move was \$2,922, which was more than we had estimated?

11 **Q. Why did the move cost more than expected?**

12 A. The main reason was that the apartment required our crew to park its truck considerably
13 further away from Mr. Marra's apartment than anticipated. We had thought we could park in front
14 of the apartment, but instead the truck had to be parked much further away, considerably increasing
15 the amount of time it took to make the move. Also, the estimate was just that – an estimate – and
16 it was never intended to be binding.

17 **Q. Did Mr. Marra agree to the charges?**

18 A. On the day of the move, his wife, acting on his behalf, agreed to the charges, signed the
19 bill of lading, and paid with a credit card.

20 **Q. Did JMS explain the charges to Mr. and Mrs. Marra?**

21 A. Yes. Cameron Bright explained the charges to Mrs. Marra on the day of the move before
22 she signed the bill of lading. I also explained the charges to Mr. Marra in email correspondence
23 over the next several days.

1 **Q. Was Mr. Marra satisfied with your explanation?**

2 A. No, he was not.

3 **Q. What happened next?**

4 A. Mr. Marra demanded to move his goods out of our warehouse. He arranged for another
5 moving company, Smooth Move, to come get them on May 9, 2018.

6 **Q. Did Mr. Marra incur more charges when he picked up his goods?**

7 A. Yes. He was charged for storage and for the cost of moving the goods out of the warehouse.

8 **Q. How much was he charged?**

9 A. He was charged \$ 1,192.00 to move his goods out of the warehouse.

10 **Q. Why did it cost \$1,192.00 to move his goods out of the warehouse?**

11 A. We had expected to have his goods in the warehouse for an extended period of time, so we
12 had put them in the back of the warehouse, other shipments, scheduled to go out sooner, were in
13 front. Moving him out at an earlier date required considerable labor, 4 men over 8 hours, to
14 rearrange the shipments that had precedence.

15 **Q. Who supervised the move-out?**

16 A. Cameron Bright.

17 **Q. Did you require Mr. Marra execute a settlement agreement before he could withdraw**
18 **his goods from the warehouse?**

19 A. I did. Before we incurred the labor of moving Mr. Marra's goods out of the warehouse, I
20 wanted to be sure this matter was concluded. As an alternative, I suggested we could keep his
21 goods while we referred his dispute to arbitration. Since I understood he was not going to ship the
22 goods to Mexico immediately, this seemed like a reasonable alternative.

23

1 **Q. Did Mr. Marra pay for the move-out?**

2 A. Initially he did. However, on June 12, 2018, he reversed the charges on his credit card?

3 **Q. Did Mr. Marra reverse other charges?**

4 A. Yes, on June 12, 2018 he also reversed \$2,542.76 of \$3,520.26 paid on April 19, 2018, the
5 date of the move.

6 **Q. You submitted an affidavit in this docket on August 21, 2018 in which you stated that**
7 **Mr. Marra reversed charges of \$3,520.26 and \$1,192.00 was that statement correct?**

8 A. No it was not; I was mistaken. As Mr. Marra pointed out in an email to the ORS on August
9 21, 2018, he only reversed charges totaling \$3,734.76. I've attached a copy of his email
10 correspondence as Exhibit RJ-3 to my testimony.

11 **Q. Did JMS contest the reversal of the charges with the credit card company?**

12 A. Yes. We contested the \$2542.76 charge-back and were able to obtain that amount.

13 **Q. Has ORS reviewed Mr. Marra's transaction?**

14 A. Yes they have. While ORS found some mistakes, it concluded that Mr. Marra was actually
15 undercharged for his move. I've attached a copy of the ORS's letter as Exhibit RJ-4 to my
16 testimony.

EXHIBIT RJ-1

----- Original Message -----

Subject: Johnson's Moving & Storage - Order For Service {Reference #2506}

From: "Richard Johnson" <richard@johnsonsmoving.net>

Date: Tue, January 23, 2018 1:22 pm

To: <Kevin.Marra@gmail.com>

Cc: <richard@johnsonsmoving.net>



ORDER # 2506

Local Order for Service

COMPANY DETAILS

Name: Johnson's Moving & Storage/JMS Worldwide, LLC	Toll Free No.: 800-957-2558
Address: 2818 Industrial Avenue	Tel No.: 843-813-4113
City: North Charleston	Fax No.: 843-804-9054
State: South Carolina	Email: richard@johnsonsmoving.net
Licenses: PSC9781-C	Web Site: www.johnsonsmoving.net

CUSTOMER DETAILS

Name: Kevin Marra	Office No.:
Tel No.: (843) 564-8303	Fax:
Cel No.:	Email: Kevin.Marra@gmail.com

SERVICE INFORMATION

Order No.: 2506	Shipment Type: Local
Pick up Date: 02/12/2018	Req Delivery Date: 02/12/18 - 02/12/18
Packing Date: 2/12/2018	Box Del Date:
Moving Consultant: Richard Johnson	No. of Items:
Type of Move : Local	No of Bedrooms : 2
No of Movers: 3	No of Truck/s: 1

ORIGIN SHIPPER

Contact Person: Kevin Marra
Tel No.: +1 (843) 564-8303
Cel No.:
Address: 515 Robert Daniel Drive
City: Charleston
State, Zip: South Carolina 29492
Elevator: Y
Stairs: Y

DEST. CONSIGNEE

Contact Person: Kevin Marra
Tel No.: +1 (843) 564-8303
Cel No.:
Address: 2818-A Industrial Avenue, Container Load Destined For, Calle Amsterdam, 308, Mexico City, Hippo,Drammo, Condesa.
City: North Charleston
State, Zip: South Carolina 29405
Elevator: N
Stairs: 0

Long Carry: 30 ft	Long Carry: 0 ft
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SERVICE QUOTE		
	Factors	Charge
Line Haul:	02/12/2018 3 men 1 Truck/s @ 0.00 hr X \$124.00 / hr	\$0.00
Client Requests Packing And Loading Of Container On International Relocation. :		
Driver Load ()	2/12/2018	
	Sub Total:	\$0.00
	Payment Received:	\$0.00
	Balance :	\$0.00

UNDERSTANDING YOUR QUOTE

SPECIAL INSTRUCTIONS / REMARKS

RELATED DOCUMENTS

[SC Code of Regulations](#)

UNDERSTAND YOUR QUOTE

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by JMS Worldwide, LLC. These services are furnished between points and places in statewide South Carolina.

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Basic service is billed at an hourly rate of \$99.00. Basic service includes two movers, trucking, transportation, and tools, one 24' moving truck, unlimited fuel, unlimited mileage, 100 moving pads, tie downs, moving dollies, lifting straps, basic insurance, and a 3k lb lift gate. Each additional employee requested will add an additional \$25 per hour. For example, a four man crew will be \$149.00 hourly. The billing time starts when the dispatched crew leaves the warehouse for the pickup location. The billing time ends when the crew arrives at the warehouse after all items are delivered from the truck. Last billed hour will be calculated according to quarter of hour if applicable.

Number of Movers Hourly Rate

Two Men and a Truck \$99.00

Three Men and a Truck \$124.00

Four Men and a Truck \$149.00

Each Additional Man \$25.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

JMS Worldwide, LLC will operate Monday - Friday, 8:00 am - 6:00 pm and Saturday and Sunday from 8:00am - 4:00pm. There will be additional charges for moving from storage to final delivery. All charges strictly certified funds prior to delivery. The charges will be at least a three hour minimum of the stated hourly rate.

Monday- Friday Three-Hour Minimum Charge

Saturday- Sunday Three-Hour Minimum Charge

Recognized Federal Holidays Three- Hour Minimum Charge

A mandatory three hour minimum charge will apply to all contracted services that are completed.

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

Pianos of any type, spas, engines, transmissions, refrigerators (full or empty), freezers (full or empty), vending machines (full or empty), restaurant or industrial equipment, or excessively heavy items of any kind will be a mandatory \$199.00 charge in addition to our hourly rate. A pass through of outside contractor charges and services will apply for any hiring of rigging or crane service, carpenter service, or ferry services, or any other

service necessary to complete delivery if applicable. The approval, hiring and authorization of outside contractor services and its charges will be the shipper's responsibility and shall be added to the moving contract.

- Pool Tables- \$199
- Generators- \$199
- Gun cabinet - \$199
- Steel Gun Cabinet (in excess of 300 lbs.) - \$199
- Hot Tubs, Whirlpools - \$199
- Riding Lawnmowers (in excess of 300 lbs.) - \$199
- Freezers or Refrigerators full or empty - \$199
- Golf Carts - \$199
- Engines or transmissions - \$199
- Any items over 300 lbs

2.2 Elevator or Stair Carry
We will make every reasonable effort to complete delivery. We are not responsible if physical conditions or other special circumstances prevent completion. If we cannot deliver the goods in an ordinary way - by stairs or elevator - there will be an extra charge for hoisting, lowering, shuffling, or other labor or equipment necessary. We will charge our current hourly rate for waiting time caused by lack of sufficient elevator service or other causes beyond our control. If no authorized person is present to accept goods at the agreed time, or if orders and instructions are incomplete, we will deliver the goods at your risk and expense, using reasonable judgment. A pass through of outside contractor charges and services will apply for any hiring of rigging or crane service, carpenter service, or ferry services, or any other service necessary to complete delivery if applicable. The approval, hiring, and authorization of outside contractor services and its charges will be shippers' responsibility and shall be added to the moving contract.

2.3 Excessive Distance or Long Carry Charges

Excessive carry fee: \$99 (flight of stairs, elevator service, and/or distances greater than 50 feet per item.)

2.4 Pick Up and Delivery

JMS Worldwide, LLC does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.5 Packing, Unpacking, and Inventory

2.5.1 JMS Worldwide, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, including sales tax on the materials.

2.5.2 JMS Worldwide, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. JMS Worldwide, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.5.3 JMS Worldwide, LLC charges \$99.00 to inventory in addition to the hourly rate.

2.6 Piano Charges

JMS Worldwide, LLC charges \$199 for pianos.

2.7 Appliances

JMS Worldwide, LLC is not responsible for the electrical and/or mechanical function of pianos, computers, copiers, printers, television sets, radios, phonographs, clocks, refrigerators, washers and dryers, or any other instruments or appliance whether or not our employees pack them. JMS Worldwide, LLC recommends major appliances be serviced by a qualified service company.

2.8 Auto Transport

JMS Worldwide, LLC charges \$495.00 per auto transport.

2.9 Debris/Trash Removal

Debris and trash removal will be charged at the hourly rate based on the number of movers involved plus an additional \$150.00.

2.10 Additional Truck

Each additional 24' moving truck other than the one included in the hourly rate will be a charge of \$150.00 per truck per day. The tractor trailer will be a charge of \$250.00 per day.

2.11 Storage In Transit/ Holdover Fee

Holdover fee is \$150 per 24' truck per night up to 4 nights and/or \$250 per 40' trailer per night up to 4 nights. If storage in transit is longer than 4 nights, the storage charges will be billed monthly and determined by the warehouse lot dimensions in square feet. Storage in transit charges based on lot dimensions will be charged on the day of delivery into the warehouse and may be prorated. Storage charges are billed on the first of each consecutive month after delivery into the warehouse. Charges for monthly storage are as follows:

5X5 \$49 10X15 \$249

5X8 \$99 (oak wood vault) 10X20 \$299

5X10 \$99 10X30 \$399

7X10 \$125 15X30 \$499

5X15 \$149 20X30 \$599

10X10 \$199

2.12 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of JMS Worldwide, LLC.

2.13 Estimates

No estimate will be binding and estimate services are free of charge. Charges for moving service may accrue to a larger amount than initially stated in the estimate whether verbal or written.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims must be made in writing within ten days from the date of final delivery and accompanied by paid receipt of all charges due to company. We have the right to inspect and repair allegedly damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, JMS Worldwide, LLC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify JMS Worldwide, LLC immediately. No damage claims will be honored until the charges for moving services are paid in full. We are not responsible for the items the customer packs and unpacks.

3.2 Terms of Payment

3.2.1 JMS Worldwide, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.2.2 All charges are due upon receipt. Driver will collect prior to unload of goods at destination. If for any reason this matter is referred for collection, customer is responsible for all costs, including but not limited to agency fees, attorney fees, or forty percent of the amount of our claim, and court costs.

3.2.3 All returned checks and reversed credit card transactions will be immediately referred to the appropriate law enforcement agency for prosecution. Additional fees of 1 % per month charges on balances over 30 days or 18% annual percentage rate whichever is greater.

3.3 Liability of Company

We are responsible only for our own negligence. We assume no liability of any kind of loss or damage to goods caused by moth or other infestation, rust, weather, dirt, mud, deterioration, Act of God, an act of governmental agency or public enemy, driveways, sidewalks, or bridges that cannot support the weight of our trucks and/or dollies, tree or landscape damage, or other causes beyond our control. We are not responsible for damage or breakage to items made of particle board, pressed wood, or MDF. We are not responsible for ordinary wear and tear. We are responsible for fragile articles only when our employees pack, move, and unpack them. We are not responsible for contents of drawers, containers, or items of similar nature.

3.4 Insurance

Please be advised that the purchaser should obtain adequate insurance to protect them from loss or damage of goods. Additional valuation may be purchased for \$12.00 per \$1,000 of valuation up to \$250,000 per shipment.

3.5 Delivery of Service

Pickup and delivery of items, (ex. desk, dresser, armoire, copier, mattress & box spring set, etc.) within a 25 air mile radius of pickup location will be a one-time \$99.00 service fee. Two to three pieces is \$199, four to five pieces is \$299. If the delivery includes more than five pieces, a three hour minimum and hourly rates will apply.

3.6 Employee Breaks

Employees are entitled to a break to take necessary measures to constantly stay hydrated during work. They are permitted to make short telephone calls only if they are 100 paces from the jobsite or physically sitting in the cab of the delivery truck well away from any household goods.

3.7 Governing Publications

JMS Worldwide, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.8 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of JMS Worldwide Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.9 Booking and Cancellation Fee

A non-refundable one hour booking fee will apply to all customers who set up service with our company. The fee will be the hourly rate based on the number of movers hired. This fee will be deducted from the total amount of services on move day.

3.12.1 Cancellation of service will automatically forfeit the one hour booking fee to our company.

SECTION 4

4.0 FOR ADDITIONAL PURCHASE Supply List

Small Box 1.5 cu ft \$3.00

Medium Box 3 cu ft \$5.00

Large Box 4.5 cu ft \$6.00

Extra Large Box 6 cu ft \$8.00
Wardrobe Box \$18.00
Packing paper Roll 25 lbs. \$100.00
Packing tape roll \$6.00
Shrink wrap roll \$38.00
Furniture Pad \$18.00
Bubble Wrap 100 sq ft \$70.00
Mattress carton 39x75 \$20.00
Mattress carton 54x75 \$25.00
Mattress carton 81x80 \$35.00
Ratchet Straps \$6.00
Crates \$5.00/sq ft
Picture Box \$12.00
TV Box 42X72 \$25.00
TV Box 55X82 \$30.00

VALUATION

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT OF A VALUE NOT EXCEEDING _____ THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____

SHIPPER DATE

Sincerely
Richard Johnson
Toll: 800-957-2558
Fax: 843-804-9054
Tel: 843-813-4113
E-mail Address: richard@johnsonsmoving.net
Web Site: <http://www.johnsonsmoving.net>

EXHIBIT RJ-2

SHIPPER Kevin MARIA CONSIGNED TO MARI NPS MARIA
ADDRESS 515 Robert Daniel Drive ADDRESS 2918-A
FLOOR 1 ELEV. 1 TEL. 843-564-8304
CITY MT. PLEASANT STATE SC ZIP 29405
PREFERRED DELIVERY DATE(S) _____

SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐ 9-10am

NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED SUBJECT TO _____

GENERAL CONDITIONS: _____

INVOICING _____

GOVT. B/L No. 5424-1813 3378-7559

BILL CHARGES TO 515 Robert Daniel Drive

DIVE

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$100. THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE 60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED [Signature] 4-18-18
Shipper Date

TIME RECORD

START 11:15 MM
FINISH 1:00 MM
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME 0
TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

1 3 STRAIGHT TIME
VAN(S) 3 MEN _____ HOURS AT \$ _____ PER HR.
OVERTIME SERVICES
VAN(S) 3 MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE Basic

TOTAL _____

DATE DELIVERED 4-19-19

DRIVER CA

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR DELIVERING TO POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECKS WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN TARIFF _____ SEC. _____

WEIGHT AND SERVICES

(843) 564-8303

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____

EXCL. USE OF VEH. _____ CU. FT.

GROSS 14x6x20 Charleston to mt. pleasant RATE CHARGES

TRANSPORTATION MILES Charleston to mt. pleasant 150.00

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) N/A ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT N/A _____

EXCESSIVE CARRY 99 ELEVATOR 99 STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR 3 MEN FOR 5.5 MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

13.5 LABOR hour 1 time

APPLIANCE SERVICES _____

OTHER CHARGES STAIRS

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____ QUANTITY _____

BARRELS 6 carry small boxes 5

CARTONS packing 135 LESS THAN 1 1/2 35 3.00 105.00

CARTONS 2 5 medium 13/2 25 6.00 150.00

CARTONS 2 12x15 paper 2 2014 130.00 130.00

CARTONS 2 12x15 shiny MM. 4 1/2 2014 130.00 130.00

CARTONS 2 12x15 tape 6 2014 130.00 130.00

CRIB MATTRESS Ad 11 19 full pack materials additional 199.00 171.00

WARDROBES (USE OF) INVENTORY process SIT

MATTRESS CARTON NOT EXCEEDING 39 x 75

MATTRESS CARTON NOT EXCEEDING 54 x 75

MATTRESS CARTON EXCEEDING 54 x 75

CRATES _____ MIRROR CARTONS _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES 1,124.00

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY BRIANCE DUC 2,922.00

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ CONSIGNEE _____

BY Can PER 4-19-18 DATE _____

(WAREHOUSEMAN'S SIGNATURE) SO #50723 MILBURN PRINTING • 800-999-6680 • www.milburnprinting.com

1-ORIGINAL - NOT NEGOTIABLE

EXHIBIT RJ-3

Charles L.A. Terreni

From: Kevin P. Marra
Sent: Tuesday, August 21, 2018 12:14 PM
To: carlbell@terrenilaw.com
Cc: jpittman@regstaff.sc.gov; Joe Qualey; Charles L.A. Terreni; molly@johnsonsmoving.net; Richard Johnson
Subject: Re: PSC Filing of Affidavit of Richard Johnson and Letter

Ms. Pittman,

Here is further evidence of the payment Richard Johnson has received. Below is a screen shot of the reversal of my credit from my credit card statement.

www.citicards.com
KEVIN P. MARRA

TTY-hearing-impai

Account Summary

Trans. date	Post date	Description	Amount
Payments, Credits and Adjustments			
06/28	06/28	ONLINE PAYMENT, THANK YOU	-\$4,218.54
06/28	06/28	HTTP://WWW.GOGOAIR.COM 877-350-0038 IL	-\$0.69
06/29	06/29	HTTP://WWW.GOGOAIR.COM 877-350-0038 IL	-\$0.69
06/29	06/29	HTTP://WWW.GOGOAIR.COM 877-350-0038 IL	-\$0.69
Standard Payments			
04/19	06/12	REVERSE JM STORAGE LLC 843312519	\$2,542.76
05/01	06/12	REVERSE JM STORAGE LLC 843312519	\$1,192.00

Richard, Molly,

I'll be including this filing in my evidence package to the PSC. I will use this to represent your lack of moral character and that you were lying under oath when you met with sat with Mr. Terreni to give this testimony.

Thanks everyone!
Kevin

On Tue, Aug 21, 2018 at 10:44 AM Kevin P. Marra <kevin.marra@gmail.com> wrote:

Dear Ms. Pittman,

While it is true that I did challenge the credit card statement after Richard Johnson stole from us in April and May of 2018. I did not challenge the the entire amount, only the amount of the theft.

You can see this detail on page 7 of the document sent by Mr. Terreni. Here is a screen shot:

Action Code 02/EXPIRED	Case Number CB781456602301	Cardholder # 542418XXXXX7559
Chargeback Reason Code 34 / Point of Interaction Error		
Merchant Name JM STORAGE LLC	Merchant # 372436823688	
MCC 4214 / FREIGHT & TRUCKING	Dispute Jurisdiction MasterCard	
Due Date 6/10/18	Transaction Date 4/19/18	Card Product Type World Elite MasterCard
Chargeback Amount 2,542.76 USD	Transaction Amount 3,520.26	Foreign Amount 0.00

Therefore, Mr. Terreni's agreement is not valid. Payment was made to Richard and PSC has jurisdiction.

Furthermore, since Richard Johnson forced us to sign the authorization for payment under duress, Citibank sided with Mr. Johnson and he received full payment from us.

I am CC'ing Richard Johnson and Molly Johnson so that Mr. Terreni can ask them directly if after I challenged the credit card charge for the amount that was stolen from me and my wife, if Richard and Molly later collected full payment. I will submit evidence of this to the PSC with my evidence package.

Mr. Terreni,

I assume that Richard and Molly have lied to you about the facts of this matter. Now that I have brought this to your attention, I believe you are ethically obligated to ask them what the truth is. If this argument continues to persist past today (8/21) I will be filing an ethics complaint with the South Carolina bar explaining to them how you knowingly are submitting misleading and falsified evidence.

Have a nice day everyone!

Kevin

On Tue, Aug 21, 2018 at 10:21 AM Bell, Carl <carlbell@terrenilaw.com> wrote:

The attached documents were filed with the SC Public Service Commission today and are being forwarded to you via this email and the U.S. Mail.

Thank you,

*Carl E. Bell, Paralegal
Terreni Law Firm, LLC
1508 Lady Street
Columbia, South Carolina 29201
O: 803-771-7228
F: 803-771-8778*

EXHIBIT RJ-4

1401 Main Street, Suite 900
Columbia, SC 29201



Phone: (803) 737-0800
www.regulatorystaff.sc.gov

**TOM ALLEN
DIRECTOR
SAFETY, TRANSPORTATION and EMERGENCY RESPONSE**

June 12, 2018

Mr. Kevin Marra
kevin.marra@gmail.com
843-564-8303

Subject: Household Goods Moving Complaint against Johnson's Moving & Storage, LLC

Dear Mr. Marra,

The Office of Regulatory Staff ("ORS") has concluded its investigation regarding your complaint against Johnson's Moving & Storage, LLC ("JMS" or "The Company"). When investigating a consumer complaint, ORS considers the complaint in the context of the Public Service Commission of South Carolina's ("PSC") rules and regulations. ORS reviewed the correspondence provided by you and the company to verify that JMS applied the rates and charges according to their tariff approved by the PSC. ORS also reviewed the bills of lading for your move to verify that the insurance valuation options were communicated by Johnson's Moving & Storage, LLC and signed by you, the shipper.

Upon review of all statements and supporting documents, ORS has arrived at the following conclusions:

1) Valuation Insurance

ORS's investigation concluded that the valuation clause was signed. 10 S.C. Code Ann. Regs. 103-159 (Contents of Bills of Lading)

2) Tariff Charges

The investigation by ORS identified your move out of 515 Robert Daniel Drive, Apartment 2215, Daniel Island, SC 29492 into your storage destination of 2818-A Industrial Avenue, North Charleston, SC 29405 was improperly calculated. ORS' review of the Bill of Lading indicates an *undercharge* of \$49.00. A review of the storage and labor fees indicates an *overcharge* of \$11.75. 10 S.C. Code Ann. Regs. 103-198 (Variations in Charges Prohibited)

3) Bill of Lading

The investigation by ORS discovered that Johnson's Moving & Storage, LLC did issue a completed bill of lading to you after the move. 10 S.C. Code Ann. Regs. 103-158 (Issuance of Bills of Lading)

4) Insurance

ORS's investigation identified that Johnson's Moving & Storage, LLC has current proof of bodily injury, property damage and cargo insurance on file as required.

ORS also examined specific items of concern identified by you during the move. Below are your concerns and ORS' conclusions:

1) The credit card authorization was given under duress

PSC Statutes and Regulations do not govern credit card payments.

2) There was no written quote by JMS and verbal estimates were not accurate

PSC Regulations do not require an estimate or quote for services to be given to the customer.

3) JMS offered the customer free storage for the first 30 days and \$99 per month thereafter

JMS charged \$399 for Storage in Transit for April and May. These charges are consistent with the approved tariff.

4) JMS pledged to provide an itemized packing list for clearing customs for the freight forwarder

PSC Statutes and Regulations do not govern interstate or international moves.

5) The Customer was charged \$3520.26 on their credit card

ORS calculated the total charges for the move to be \$5957.25.

- a) \$2971 for residential move
- b) \$798 for two months storage
- c) \$1542.25 for day one of the storage move
- d) \$199 Bulky Items/Safe
- e) \$150 for debris/trash removal
- f) \$297 for day two of the storage move to Smooth Move

6) The Customer was charged \$150 Transport Fee

The charge for Trash/Debris removal after the move out of the apartment was mis-labeled as "Transport Fee". The charge is in the JMS approved tariff under Line# 2.9.

7) The Customer was charged for Excessive Carry and Elevator or Stair Carry

ORS interviews with JMS discovered that where the moving crew was asked to park the truck for loading at the apartment complex would block the residence garages. The apartment manager asked the crew to move to the closest available parking spot. According to the bill of lading, there were no charges for an excessive carry charge for carrying items over 50 feet. The bill of lading does have charges for "stair carry" and "elevator carry". According to tariff item# 2.3, JMS may charge for a "flight of stairs, elevator service, and/or distances greater than 50 feet per item".

8) The Customer was charged excessive hourly charges

The vehicle report for the move shows that the truck was out 8 hours and 55 minutes. Once the moving truck came back to the storage facility, the moving crew had to build the crates for storage to prepare for international shipment, unload the truck, and then load the crates for a total of 14 hours and 30 minutes.

9) Contents of Bill of Lading are not in compliance with Commission Regulations

ORS' review of the bill of lading determined that the date of shipment by the carrier is written multiple times as "4/19". The Declaration of Valuation is printed on the bill of lading with a value of \$0.60 per pound. The valuation was signed by the customer with a date of 4/18/18 for \$0.60 per pound. In the interview, JMS stated that when the workers leave the facility, the shippers name and dates are auto filled. JMS believed the move date was originally for 4/19/18. Weight is not required when a company's tariff uses rates calculated on a straight time basis per 10 S.C. Code Ann. Reg. 103-159 stating "...lawfully applicable rates and charges shown separately by classification".

10) The Customer was overcharged for packing materials

The \$199 charge on the bill of lading for "full pack materials additional" was for the packing and loading of a safe under the Bulky Item Charge, Tariff Item# 2.1. Under the packing section of the bill of lading, there is an overcharge of \$1.00 per Medium Box and \$30.00 per Packing Paper Roll. However, the complete audit of the bill of lading revealed an undercharge of \$49.00.

11) Promotional items do not contain the PSC certificate number

Under SC Code 39-15-910, a business card and magnet with company information that are given to prospective customers cannot be considered as advertising like a billboard or newspaper advertisement.

In conclusion of the audit, there were several issues that were addressed with JMS regarding the bill of lading. There was an undercharge of \$49.00 and the shipper's credit card information was written on the bill of lading. JMS was also advised to label their items on the bill of lading so that customers can understand the charges.

If you are not satisfied with the response from the ORS' complaint investigation, you have the right to file your complaint with the PSC. To file a petition with the PSC, you must complete the PSC's complaint form which is available online at www.psc.sc.gov. PSC regulation S.C. Code Ann. Regs. 103-824 (2012) require the following items to be contained in a consumer complaint:

A. Contents of Complaints. A written complaint filed with the Commission shall contain the following information:

- (1) The name, address, e-mail address, and telephone number of the person making the complaint and of his authorized representative, if he is represented.
- (2) The name and address of the person about whom the complaint is made.
- (3) A concise and cogent statement of the factual situation surrounding the complaint. If a complaint relates to an act, rule, regulation or order administered or issued by the

June 8, 2018

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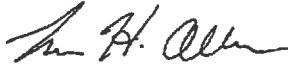
Commission, or to a provision in a tariff or contract on file with the Commission, the act, rule, regulation, order, tariff or contract should be specifically identified in the complaint.

(4) A concise statement of the nature of the relief sought.

Individuals do not need to have legal representation to represent themselves before the PSC, but a corporation, partnership, partnership, limited liability company, or group of people or association must be represented legal counsel. The PSC provides a guide on its website at the following web address: <http://www.psc.sc.gov/Pages/Pro-Se-Litigant/index.html> for individuals representing themselves.

If you have any questions, please contact me directly at 803-737-0974 or via e-mail at tallen@regstaff.sc.gov.

Sincerely,



Tom Allen

Cc: Richard Johnson President – Johnson's Moving & Storage, LLC
Thomas McGill-ORS
James McAlister- ORS
Chad Campbell- ORS